

ORIGINAL

NEW APPLICATION



0000111342

**Rincon Creek Water Company
14545 E. Rincon Creek Ranch Road
Tucson, Arizona 85747**

April 26, 2010

Docket Control
Arizona Corporation Commission
1200 W. Washington Street
Phoenix, Arizona 85007



W-03783A-10-0172

Attached is an application by Michael W. Schultz, owner of the Rincon Creek Water Company [W-03783A], for the transfer of said water company and its Certificate of Convenience and Necessity [W-1619(2)] to the new owners, William and Gretchen Shirley.


Michael W. Schultz Date

Arizona Corporation Commission
DOCKETED

APR 30 2010

| | |
|---|---|
| DOCKETED BY | |
|  |  |

AZ CORP COMMISSION
DOCKET CONTROL

2010 MAY -3 A 11:03

RECEIVED

ORIGINAL

NEW APPLICATION

RECEIVED

ARIZONA CORPORATION COMMISSION

2010 MAY -3 A 11: 03

APPLICATION FOR APPROVAL OF THE SALE OF ASSETS AND/OR TRANSFER OF
CERTIFICATE OF CONVENIENCE AND NECESSITY

WATER AND/OR SEWER

W-03783A-10-0172

A. The name, address and telephone number of the Transferor (Company) is:

RINCON CREEK WATER COMPANY (W-03783A), C.C&N (W-1619(2))
c/o MICHAEL W. SCHULTZ, OWNER

14545 E. RINCON CREEK RANCH ROAD

Arizona Corporation Commission

TUCSON, ARIZONA 85747

DOCKETED

(520) 404-0912

APR 30 2010

B. If doing business under a name other than the Transferor (Company) name, specify:

DOCKETED BY
NR

N/A

C. The Transferor is a:

| | |
|--|--|
| <input type="checkbox"/> Corporation: <input type="checkbox"/> "C", <input type="checkbox"/> "S", <input type="checkbox"/> Non-Profit <input type="checkbox"/> Arizona, <input type="checkbox"/> Foreign | <input type="checkbox"/> Partnership <input type="checkbox"/> Limited, <input type="checkbox"/> General <input type="checkbox"/> Arizona, <input type="checkbox"/> Foreign |
| <input checked="" type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Limited Liability Company |
| <input type="checkbox"/> Other (Specify) | |

D. List the name, address and telephone number of the attorney for the Transferor.

N/A

E. List the name, address and telephone number of management contact:

MICHAEL SCHULTZ
14545 E. RINCON CREEK RANCH ROAD
TUCSON, ARIZONA 85747
(520) 404-0912

F. The name, address and telephone number of the Transferee (Company) is:

RINCON CREEK WATER COMPANY
C/O WILLIAM AND GRETCHEN SHIRLEY
14545 E. RINCON CREEK RANCH ROAD
TUCSON, ARIZONA 85747
(520) 975-9750

G. If doing business under a name other than the Transferee (Company) name, specify:

N/A

H. List the name, address and telephone number of the attorney for the Transferee.

N/A

I. List the name, address and telephone number of management contact:

WILLIAM SHIRLEY
14545 E. RINCON CREEK RANCH ROAD
TUCSON, ARIZONA 85747
(520) 975-9750

J. (Transferee) List the name, address and telephone number of the on-site manager of the utility:

WILLIAM SHIRLEY

14545 E. RINCON CREEK RANCH ROAD
TUSON, ARIZONA 85747
(520) 975-9750

K.(Transferee) List the name, address and telephone number of the certified operator as authorized by the Arizona Department of Environmental Quality:

ARIZONA WATER MEASUREMENT
LEE LAMBERT
P.O. BOX 1432
PHOENIX, AZ 85001
(602) 430-3638

NOTE: EXEMPT FROM AZDEQ
SINCE LESS THAN 15
SERVICE CONNECTIONS AND
LESS THAN 25 PEOPLE SERVED.
INTEND TO CONTINUE WITH
LEE LAMBERT AS OPERATOR.

L. The Transferee is a:

| | |
|--|--|
| <input type="checkbox"/> Corporation: <input type="checkbox"/> "C", <input type="checkbox"/> "S", <input type="checkbox"/> Non-Profit <input type="checkbox"/> Arizona, <input type="checkbox"/> Foreign | <input type="checkbox"/> Partnership <input type="checkbox"/> Limited, <input type="checkbox"/> General <input type="checkbox"/> Arizona, <input type="checkbox"/> Foreign |
| <input checked="" type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Limited Liability Company |
| <input type="checkbox"/> Other (Specify) | |

M. If Transferee is a corporation:

1. List names of Officers and Directors:

Officers

N/A

Directors

N/A

2. Indicate the number of shares of stock authorized to issue:

N/A

3. If stock has been issued, indicate the number of shares issued and the date of issue:

N/A

N. If Transferee is a partnership:

1. List the names of general partners:

N/A

2. List name, address and telephone number of managing partner:

N/A

♦ If Applicant is a foreign limited partnership, provide a copy of the Partnership's "Certificate of Registration" with the Arizona Secretary of State

O. If Transferee is a sole proprietor, list name, address and telephone number of individual:

WILLIAM AND GRETCHEN SHIRLEY
14545 E. RINCON CREEK RANCH ROAD
TUCSON, ARIZONA 85747
(520) 975-9750

P. Have all customer security deposits been refunded? Yes ___ No X. If no, mark the block below which describes the proposed disposition of security deposits.

___ All security deposits will be refunded at time of closing.

___ All security deposits will be transferred to the Transferee.

X Other (explain).

NO SECURITY DEPOSITS WERE EVER COLLECTED

Q. Are there any refunds due on Main Extension Agreements? Yes ___ No X. If Yes, mark the block below which describes the proposed disposition of the refunds.

___ Transferor will continue to refund after the transfer.

___ Transferee will assume the refunding obligations.

___ A full refund will be made at closing by Transferor.

___ Other (explain).

R. (WATER ONLY) Are there any refunds due on meter and service line installations?

Yes ___ No X. If Yes, mark the block below that describes the proposed disposition of refunds.

___ Transferor will continue to refund after the transfer.

___ Transferee will assume the refunding obligations.

___ A full refund will be made at closing by Transferor.

___ Other (explain).

S. (Transferee) Attach the following exhibit(s):

1. Copy of bill of sale, purchase contract or other instrument, which conveys the assets to the transferee.
2. Articles of Incorporation (if corporation)
3. By-Laws (if corporation)
4. Certificate of Good Standing (if corporation)
5. Articles of Partnership (if partnership)
6. Articles of Organization (if limited liability company)
7. Corporate Resolution if required by Articles of Incorporation
8. Attach a copy of the transfer of City or County Franchise from the Transferor to Transferee.

T. List names and addresses of any other public utility interest Transferee has:

1. N/A
2. _____

U. Indicate the date that notice of the application was sent, or will be sent to the customers.

APRIL 26, 2010

SEE ATTACHED COPY OF SIGNATURE SHEET INDICATING
RECEIPT OF NOTICE BY EACH OF THE FIVE CUSTOMERS
THE WATER COMPANY SERVES.

PUBLIC NOTICE TO BE PUBLISHED IN LEGAL NOTICES
SECTION OF ARIZONA DAILY STAR ON APRIL 30, 2010

AFFIDAVIT OF PUBLICATION WILL BE FORWARDED
WHEN RECEIVED

DATED the 22 day of April, 20 10

Michael Schultz
(Signature of Authorized Representative of Transferor)

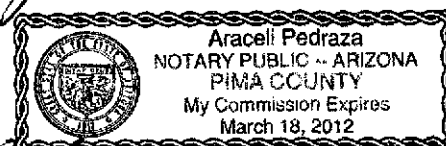
Michael Schultz
(Type Name Here)

owner
(Title)

SUBSCRIBED AND SWORN to before me on this 22 day of April 20 10

Araceli Pedraza
NOTARY PUBLIC

My Commission Expires 03-18-2012



William F. Shirley
(Signature of Authorized Representative of Transferee)

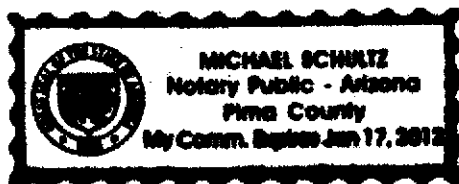
WILLIAM F. SHIRLEY
(Type Name Here)

OWNER
(Title)

SUBSCRIBED AND SWORN to before me on this 23rd day of April 20 10

Michael Schultz
NOTARY PUBLIC

My Commission Expires 1-17-2012



Transferee's Exhibits

Per Sections "S" and "U" of the Arizona Corporation Commission
Application for the Approval of the Sale of Assets and/or Transfer of
Certificate of Convenience and Necessity for the:

Rincon Creek Water Company W-03783A; CC&N W-1619(2)

S1. Copy of Bill of sale or Purchase Contract:

Attached

S2. Articles of Incorporation (if corporation):

N/A We are a sole proprietorship.

S3. By-Laws (if corporation):

N/A We are a sole proprietorship.

S4. Certificate of Good Standing (if corporation):

N/A We are a sole proprietorship.

S5. Articles of Partnership (if partnership):

N/A We are a sole proprietorship.

S6. Articles of Organization (if limited liability company):

N/A We are a sole proprietorship.

S7. Corporate Resolution if required by Articles of Incorporation:

N/A We are a sole proprietorship.

S8. Attach a copy of the City or County Franchise transfer from Transferor to Transferee:

See Letter to Mr. Mike Stofko, Pima County Real Property Services, Attached

U1. Notice hand-delivered to customers April 26-27, 2010 and Published in Paper (Arizona Daily Star) April 30, 2010.

Copy of published Public Notice, and signature sheet indicating receipt, are attached.

Realty Place

RESIDENTIAL RESALE REAL ESTATE

Page 1 of 4

PURCHASE CONTRACT

Document updated:
May 2006

The pre-printed portion of this form has been drafted by the Arizona Association of REALTORS. Any change in the pre-printed language of this form must be made in a prominent manner. No representations are made as to the legal validity, adequacy and/or effects of any provision, including tax consequences thereof. If you desire legal, tax or other professional advice, please consult your attorney, tax advisor or professional consultant.



1. PROPERTY

- 1a. 1. BUYER: William Shirley, Gretchen Shirley
BUYER(S)
2. SELLER: Michael W Schultz or ☐ as identified in section 9c.
SELLER(S)
3. Buyer agrees to buy and Seller agrees to sell the real property with all improvements, fixtures, and appurtenances thereon.
4. or incidental thereto, plus the personal property described herein (collectively the "Premises").
- 1b. 5. Premises Address: 14545 E Rincon Creek Ranch Rd Assessor's #: 205-86-0340
6. City: Tucson County: Pima AZ, Zip Code: 85747
7. Legal Description: A portion of sections 14 & 23 for both parcels 200-26-0340 & 205-75-0200
- 1c. 8. \$ 1,165,000 Full Purchase Price, paid as outlined below
9. \$ 10,000 Earnest money
10. \$ 1,165,000 Cash due @ COE
11. \$
12.
- 1d. 13. Close of Escrow: Close of Escrow ("COE") shall occur when the deed is recorded at the appropriate county recorder's office. Buyer and Seller shall comply with all terms and conditions of this Contract, execute and deliver to Escrow Company all closing documents, and perform all other acts necessary in sufficient time to allow COE to occur on April 29, 2010 ("COE Date"). If Escrow Company or recorder's office 17. is closed on COE Date, COE shall occur on the next day that both are open for business.
18. Buyer shall deliver to Escrow Company a cashier's check, wired funds or other immediately available funds to pay any down payment, additional deposits or Buyer's closing costs, and instruct the lender, if applicable, to deliver immediately available funds 20. to Escrow Company, in a sufficient amount and in sufficient time to allow COE to occur on COE Date.
- 1e. 21. Possession: Seller shall deliver possession, occupancy, access to keys and/or means to operate all locks, mailbox, security system/alarms, and all common area facilities to Buyer at COE or ☐ 22. Broker(s) recommend that the parties seek appropriate counsel from insurance, legal, tax, and accounting professionals 24. regarding the risks of pre-possession or post-possession of the Premises.
- 1f. 25. Addenda Incorporated: ☐ Assumption and Carryback ☐ Buyer Contingency ☒ Domestic Water Well ☐ HUD forms
26. ☐ H.O.A. ☒ Lead-Based Paint Disclosure ☐ Additional Clause ☒ On-site Wastewater Treatment Facility
27. ☐ Other:
- 1g. 28. Fixtures and Personal Property: Seller agrees that all existing fixtures on the Premises, and any existing personal property 29. specified herein, shall be included in this sale, including the following:
- | | | |
|--|---|--|
| 30. • free-standing range/oven | • flush-mounted speakers | • outdoor landscaping, fountains, and lighting |
| 31. • built-in appliances | • attached fireplace equipment | • water-misting systems |
| 32. • light fixtures | • window and door screens, sun screens | • solar systems |
| 33. • ceiling fans | • storm windows and doors | • pellet, wood-burning or gas-log stoves |
| 34. • towel, curtain and drapery rods | • shutters and awnings | • timers |
| 35. • draperies and other window coverings | • garage door openers and controls | • mailbox |
| 36. • attached floor coverings | • attached TV/media antennas/satellite dishes | • storage sheds |

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SELLER SELLER

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BUYER BUYER



Produced with ZipForm® by ZipLogic 18070 Wilson Pike Road, Franklin, Michigan 48026 www.zipform.com

Shirley

SEE PAGE 7 of 9 PURCHASE CONTRACT
AND COUNTER OFFER #1 AND
ADDENDUM #3 FOR RINCON CREEK WATER CO.
SALES PRICE OF WATER COMPANY \$35,000.00
SEE ATTACHED AFFIDAVIT OF VALUE

Residential Resale Real Estate Purchase Contract >>

37. If owned by the Seller, the following items also are included in this sale:

38. • pool and spa equipment (including any
39. mechanical or other cleaning systems) • security and/or fire systems • water softeners
and/or alarms • water purification systems

40. Additional existing personal property included in this sale (if checked):

☒ refrigerator ☒ washer ☒ dryer41. As described: wood burning stove in kitchen

42. _____

43. ☐ Other: _____

44. _____

45. _____

46. Additional existing personal property included shall not be considered part of the Premises and shall be transferred with no monetary value, and free and clear of all liens or encumbrances.

48. Fixtures and leased items NOT included: _____

49. IF THIS IS AN ALL CASH SALE, GO TO SECTION 3.

2. FINANCING

- 2a. 50. **Loan Contingency:** Buyer's obligation to complete this sale is contingent upon Buyer obtaining loan approval for the loan described in the AAR Loan Status Report without conditions no later than COE Date. If Buyer is unable to obtain loan approval without conditions by COE Date, Buyer shall deliver a notice of the inability to obtain loan approval without conditions to Seller or Escrow Company no later than COE Date.
- 2b. 54. **Unfulfilled Loan Contingency:** This Contract shall be cancelled and Buyer shall be entitled to a return of the Earnest Money if after diligent and good faith effort, Buyer is unable to obtain loan approval without conditions by COE Date. Buyer is aware that failure to have the down payment or other funds due from Buyer necessary to obtain the loan approval without conditions and close this transaction is not an unfulfilled loan contingency. Buyer acknowledges that prepaid items paid separately from earnest money are not refundable.
- 2c. 59. **Appraisal Contingency:** Buyer's obligation to complete this sale is contingent upon an appraisal of the Premises by an appraiser acceptable to lender for at least the sales price. If the Premises fails to appraise for the sales price, Buyer has five (5) days after notice of the appraised value to cancel this Contract and receive a refund of the Earnest Money or the appraisal contingency shall be waived.
- 2d. 62. **Loan Status Report:** The AAR Loan Status Report ("LSR") with, at a minimum, the Buyer's Loan Information section completed, describing the current status of the Buyer's proposed loan, is attached hereto and incorporated herein by reference.
- 2e. 64. **Loan Application:** Unless previously completed, within five (5) days after Contract acceptance, Buyer shall (i) complete, sign and deliver to the lender a loan application with requested disclosure and documentation; (ii) grant lender permission to access Buyer's Trimerge Residential Credit Report; and (iii) pay all required loan application fees.
- 2f. 67. **Loan Processing During Escrow:** Buyer agrees to diligently work to obtain the loan and will promptly provide the lender with all additional documentation required. Buyer instructs the lender to provide loan status updates to Broker(s) and Seller. Buyer shall sign all loan documents no later than three (3) days prior to the COE Date.
- 2g. 70. **Type of Financing:** ☐ Conventional ☐ FHA ☐ VA ☐ Assumption ☐ Seller Carryback ☒ _____
71. (If financing is to be other than new financing, see attached addendum.)
- 2h. 72. **Loan Costs:** Private Mortgage Insurance is required for certain types of loans and shall be paid by Buyer at COE in a manner acceptable to lender. The following may be paid by either party:
74. Discount points shall be paid by: ☐ Buyer ☐ Seller ☐ Other _____
75. Discount points shall not exceed: _____ total points (Does not include loan origination fee)
76. A.L.T.A. Lender Title Insurance Policy shall be paid by ☐ Buyer ☐ Seller
77. Loan Origination Fee (Not to exceed _____ % of loan amount) shall be paid by ☐ Buyer ☐ Seller
78. Appraisal Fee, when required by lender, shall be paid by ☐ Buyer ☐ Seller ☐ Other _____
- 2i. 79. **Other Loan Costs:** In the event of an FHA or VA loan, Seller agrees to pay up to \$ _____ of loan costs not permitted to be paid by the Buyer, in addition to the other costs Seller has agreed to pay herein. In addition, for VA loans, Seller agrees to pay the escrow fee. All other costs of obtaining the loan shall be paid by the Buyer.

MP
SELLER SELLER

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MP ES
BUYER BUYER



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- 2j. 82. **Changes:** Buyer shall immediately notify Seller of any changes in the loan program, financing terms, or lender described in the 83. LSR and shall only make any such changes without the prior written consent of Seller if such changes do not adversely affect 84. Buyer's ability to obtain loan approval without conditions, increase Seller's closing costs, or delay COE.
- 2k. 85. **FHA Notice (FHA Buyer Initials Required):** HUD does not warrant the condition of the property. By initiating below, Buyer acknowl- 86. edges receipt of Form HUD-82564-CN, "For Your Protection: Get a Home Inspection." Buyer further acknowledges that such 87. form was signed at or before the Contract date. Signed HUD-82504-CN is attached and made a part of this Purchase Contract.

88.

(FHA BUYER'S INITIALS REQUIRED)

BUYER

BUYER

3. TITLE AND ESCROW

- 3a. 89. **Escrow:** This Contract shall be used as escrow instructions. The Escrow Company employed by the parties to carry out the 90. terms of this Contract shall be:
91. Escrow Title Company 330-390-6227
ESCROW/TITLE COMPANY PHONE/FAX
- 3b. 92. **Title and Vesting:** Buyer will take title as determined before COE. Taking title may have significant legal, estate planning and tax 93. consequences. Buyer should obtain legal and tax advice.
- 3c. 94. **Title Commitment and Title Insurance:** Escrow Company is hereby instructed to obtain and deliver to Buyer and Seller 95. directly, addressed pursuant to 8i and 9c or as otherwise provided, a Commitment for Title Insurance together with 96. complete and legible copies of all documents that will remain as exceptions to Buyer's policy of Title Insurance ("Title 97. Commitment"), including but not limited to Conditions, Covenants and Restrictions ("CC&Rs"); deed restrictions; and 98. easements. Buyer shall have five (5) days after receipt of the Title Commitment and after receipt of notice of any 99. subsequent exceptions to provide notice to Seller of any items disapproved. Seller shall convey title by general warranty 100. deed. Buyer shall be provided at Seller's expense an American Land Title Association ("ALTA") Homeowner's Title 101. Insurance Policy, or if not available, an ALTA Residential Title Insurance Policy ("Plain Language"/1-4 units) or, if not 102. available, a Standard Owner's Title Insurance Policy, showing title vested in Buyer. Buyer may acquire extended coverage 103. at Buyer's own additional expense.
- 3d. 104. **Additional Instructions:** (i) Escrow Company shall promptly furnish notice of pending sale that contains the name and 105. address of the Buyer to any homeowner's association in which the Premises is located. (ii) If the Escrow Company is 106. also acting as the title agency but is not the title insurer issuing the title insurance policy, Escrow Company shall deliver 107. to the Buyer and Seller, upon deposit of funds, a closing protection letter from the title insurer indemnifying the Buyer 108. and Seller for any losses due to fraudulent acts or breach of escrow instructions by the Escrow Company. (iii) All 109. documents necessary to close this transaction shall be executed promptly by Seller and Buyer in the standard form used 110. by Escrow Company. Escrow Company shall modify such documents to the extent necessary to be consistent with this 111. Contract. (iv) Escrow Company fees, unless otherwise stated herein, shall be allocated equally between Seller and 112. Buyer. (v) Escrow Company shall send to all parties and Broker(s) copies of all notices and communications directed to 113. Seller, Buyer and Broker(s). (vi) Escrow Company shall provide Broker(s) access to escrowed materials and information 114. regarding the escrow. (vii) If an Affidavit of Disclosure is provided, Escrow Company shall record the Affidavit at COE.
- 3e. 115. **Tax Prorations:** Real property taxes payable by the Seller shall be prorated to COE based upon the latest tax information available.
- 3f. 116. **Release of Earnest Money:** In the event of a dispute between Buyer and Seller regarding any Earnest Money deposited with 117. Escrow Company, Buyer and Seller authorize Escrow Company to release Earnest Money pursuant to the terms and conditions 118. of this Contract in its sole and absolute discretion. Buyer and Seller agree to hold harmless and indemnify Escrow Company 119. against any claim, action or lawsuit of any kind, and from any loss, judgment, or expense, including costs and attorney fees, 120. arising from or relating in any way to the release of Earnest Money.
- 3g. 121. **Prorations of Assessments and Fees:** All assessments and fees that are not a lien as of the COE, including homeowner's 122. association fees, rents, irrigation fees, and, if assumed, insurance premiums, interest on assessments, interest on encumbrances, 123. and service contracts, shall be prorated as of COE or ☐ Other _____
- 3h. 124. **Assessment Liens:** The amount of any assessment, other than homeowner's association assessments, that is a lien as of the 125. COE, shall be ☒ paid in full by Seller ☐ prorated and assumed by Buyer. Any assessment that becomes a lien after COE is 126. the Buyer's responsibility.
- 3i. 127. **IRS and FIRPTA Reporting:** Seller agrees to comply with IRS reporting requirements. If applicable, Seller agrees to complete, 128. sign, and deliver to Escrow Company a certificate indicating whether Seller is a foreign person or a non-resident alien pursuant to 129. the Foreign Investment in Real Property Tax Act ("FIRPTA"). Buyer and Seller acknowledge that if the Seller is a foreign person, 130. the Buyer must withhold a tax equal to 10% of the purchase price, unless an exemption applies.

ME
 SELLER SELLER

Date

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Initials

ME ME
 BUYER BUYER



Residential Resale Real Estate Purchase Contract >>**4. DISCLOSURES**

- 4a. 131. **Seller Property Disclosure Statement ("SPDS"):** Seller shall deliver a completed AAR SPDS form to the Buyer within five (5) days after Contract acceptance. Buyer shall provide notice of any SPDS items disapproved within the Inspection Period or 133. five (5) days after receipt of the SPDS, whichever is later.
- 4b. 134. **Insurance Claims History:** Seller shall deliver to Buyer a written five-year insurance claims history regarding Premises (or a 135. claims history for the length of time Seller has owned the Premises if less than five years) from Seller's insurance company or 136. an insurance support organization or consumer reporting agency, or if unavailable from these sources, from Seller, within five 137. (5) days after Contract acceptance. (Seller may obscure any reference to date of birth or social security number from the 138. document). Buyer shall provide notice of any items disapproved within the Inspection Period or five (5) days after receipt of the 139. claims history, whichever is later.
- 4c. 140. **Lead-Based Paint Disclosure:** If the Premises were built prior to 1978, the Seller shall: (i) notify the Buyer of any known 141. lead-based paint ("LBP") or LBP hazards in the Premises; (ii) provide the Buyer with any LBP risk assessments or inspections 142. of the Premises in the Seller's possession; (iii) provide the Buyer with the Disclosure of Information on Lead-based Paint and 143. Lead-based Paint Hazards, and any report, records, pamphlets, and/or other materials referenced therein, including the 144. pamphlet "Protect Your Family from Lead in Your Home" (collectively "LBP Information"). Buyer shall return a signed copy of 145. the Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards to Seller prior to COE.
146. ☐ LBP Information was provided prior to Contract acceptance and Buyer acknowledges the opportunity to conduct LBP risk 147. assessments or inspections during Inspection Period.
148. ☒ Seller shall provide LBP information within five (5) days after Contract acceptance. Buyer may within ten (10) days or 149. _____ days after receipt of the LBP Information conduct or obtain a risk assessment or inspection of the Premises 150. for the presence of LBP or LBP hazards ("Assessment Period"). Buyer may within five (5) days after receipt of the LBP 151. Information or five (5) days after expiration of the Assessment Period cancel this Contract.
152. If Premises were constructed prior to 1978, (BUYER'S INITIALS REQUIRED)
 BUYER BUYER
153. If Premises were constructed in 1978 or later, (BUYER'S INITIALS REQUIRED)
 BUYER BUYER
- 4d. 154. **Affidavit of Disclosure:** If the Premises is located in an unincorporated area of the county, and five or fewer parcels of 155. property other than subdivided property are being transferred, the Seller shall deliver a completed Affidavit of Disclosure in 156. the form required by law to the Buyer within five (5) days after Contract acceptance. Buyer shall provide notice of any 157. Affidavit of Disclosure items disapproved within the Inspection Period or five (5) days after receipt of the Affidavit of 158. Disclosure, whichever is later.
- 4e. 159. **Changes During Escrow:** Seller shall immediately notify Buyer of any changes in the Premises or disclosures made herein, in 160. the SPDS, or otherwise. Such notice shall be considered an update of the SPDS. Unless Seller is already obligated by Section 161. 5a, or otherwise by this Contract or any amendments hereto, to correct or repair the changed item disclosed, Buyer shall be 162. allowed five (5) days after delivery of such notice to provide notice of disapproval to Seller.

5. WARRANTIES

- 5a. 163. **Seller Warranties:** Seller warrants and shall maintain and repair the Premises so that, at the earlier of possession or COE: (i) all 164. heating, cooling, mechanical, plumbing, and electrical systems (including swimming pool and/or spa, motors, filter systems, 165. cleaning systems, and heaters, if any), free-standing range/oven, and built-in appliances will be in working condition; (ii) all other 166. agreed upon repairs and corrections will be completed pursuant to Section 6; (iii) the Premises, including all additional existing 167. personal property included in the sale, will be in substantially the same condition as on the date of Contract acceptance; and (iv) 168. all personal property not included in the sale and all debris will be removed from the Premises.
- 5b. 169. **Warranties that Survive Closing:** Seller warrants that Seller has disclosed to Buyer and Broker(s) all material latent defects and 170. any information concerning the Premises known to Seller, excluding opinions of value, which materially and adversely affect the 171. consideration to be paid by Buyer. Prior to the COE, Seller warrants that payment in full will have been made for all labor, 172. professional services, materials, machinery, fixtures, or tools furnished within the 150 days immediately preceding the COE in 173. connection with the construction, alteration, or repair of any structure on or improvement to the Premises. Seller warrants that the 174. information regarding connection to a sewer system or on-site wastewater treatment facility (conventional septic or alternative) is 175. correct to the best of Seller's knowledge.

| | |
|--------|--------|
| | |
| SELLER | SELLER |

Initials

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Initials

| | |
|-------|-------|
| | |
| BUYER | BUYER |

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Shirley

Residential Resale Real Estate Purchase Contract >>

- 5c. 176. **Buyer Warranties:** Buyer warrants that Buyer has disclosed to Seller any information that may materially and adversely affect the Buyer's ability to close escrow or complete the obligations of this Contract. At the earlier of possession of the Premises or COE, Buyer warrants to Seller that Buyer has conducted all desired independent inspections and investigations and accepts the 178. COE. Buyer warrants that Buyer is not relying on any verbal representations concerning the Premises except 179. Premises. Buyer warrants that Buyer is not relying on any verbal representations concerning the Premises except 180. disclosed as follows:
181. _____

6. DUE DILIGENCE

- 6a. 182. **Inspection Period:** Buyer's Inspection Period shall be ten (10) days or twenty (20) days after Contract acceptance. During the Inspection Period, Buyer, at Buyer's expense, shall (i) conduct all desired physical, environmental, and 184. other types of inspections and investigations to determine the value and condition of the Premises; (ii) make inquiries and 185. consult government agencies, lenders, insurance agents, architects, and other appropriate persons and entities concerning the 186. suitability of the Premises and the surrounding area; (iii) investigate applicable building, zoning, fire, health, and safety codes to 187. determine any potential hazards, violations or defects in the Premises; and (iv) verify any material multiple listing service 188. ("MLS") information. If the presence of sex offenders in the vicinity or the occurrence of a disease, natural death, suicide, 189. homicide or other crime on or in the vicinity is a material matter to the Buyer, it must be investigated by the Buyer during the 190. Inspection Period. Buyer shall keep the Premises free and clear of liens, shall indemnify and hold Seller harmless from all 191. liability, claims, demands, damages, and costs, and shall repair all damages arising from the inspections. Buyer shall provide 192. Seller and Broker(s) upon receipt, at no cost, copies of all inspection reports concerning the Premises obtained by Buyer. Buyer 193. is advised to consult the Arizona Department of Real Estate Buyer Advisory provided by AAR to assist in Buyer's due diligence 194. inspections and investigations.
- 6b. 195. **Square Footage:** BUYER IS AWARE THAT ANY REFERENCE TO THE SQUARE FOOTAGE OF THE PREMISES, BOTH 196. THE REAL PROPERTY (LAND) AND IMPROVEMENTS THEREON, IS APPROXIMATE. IF SQUARE FOOTAGE IS A 197. MATERIAL MATTER TO THE BUYER, IT MUST BE INVESTIGATED DURING THE INSPECTION PERIOD.
- 6c. 198. **Wood-Destroying Organism or Insect Inspection:** IF CURRENT OR PAST WOOD-DESTROYING ORGANISMS OR 199. INSECTS (SUCH AS TERMITES) ARE A MATERIAL MATTER TO THE BUYER, THESE ISSUES MUST BE INVESTIGATED 200. DURING THE INSPECTION PERIOD. The Buyer shall order and pay for all wood-destroying organism or insect inspections 201. performed during the Inspection Period. If the lender requires an updated Wood-Destroying Organism or Insect Inspection Report 202. prior to COE, it will be performed at Buyer's expense.
- 6d. 203. **Flood Hazard:** Flood hazard designations or the cost of flood hazard insurance shall be determined by Buyer during the 204. Inspection Period. If the Premises are situated in an area identified as having any special flood hazards by any governmental 205. entity, the lender may require the purchase of flood hazard insurance. Special flood hazards may also affect the ability to 206. encumber or improve the Premises.
- 6e. 207. **Insurance:** IF HOMEOWNER'S INSURANCE IS A MATERIAL MATTER TO THE BUYER, BUYER SHALL APPLY FOR AND 208. OBTAIN WRITTEN CONFIRMATION OF THE AVAILABILITY AND COST OF HOMEOWNER'S INSURANCE FOR THE 209. PREMISES FROM BUYER'S INSURANCE COMPANY DURING THE INSPECTION PERIOD. Buyer understands that any 210. homeowner's, fire, casualty, or other insurance desired by Buyer or required by lender should be in place at COE.
- 6f. 211. **Sewer or On-site Wastewater Treatment System:** The Premises are connected to a:
212. ☐ sewer system; ☒ septic system; ☐ alternative system.
213. IF A SEWER CONNECTION IS A MATERIAL MATTER TO THE BUYER, IT MUST BE INVESTIGATED DURING THE 214. INSPECTION PERIOD. If the Premises are served by a septic or alternative system, the AAR On-site Wastewater Treatment 215. Facility Addendum is incorporated herein by reference.
216. (BUYER'S INITIALS REQUIRED) WB GS
BUYER BUYER
- 6g. 217. **Swimming Pool Barrier Regulations:** During the Inspection Period, Buyer agrees to investigate all applicable state county, and 218. municipal Swimming Pool barrier regulations and agrees to comply with and pay all costs of compliance with said regulations 219. prior to occupying the Premises, unless otherwise agreed in writing. If the Premises contains a Swimming Pool, Buyer 220. acknowledges receipt of the Arizona Department of Health Services approved private pool safety notice.
221. (BUYER'S INITIALS REQUIRED) WB GS
BUYER BUYER

WB GS
SELLER SELLER

signature

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initials

WB GS
BUYER BUYER



Residential Real Estate Purchase Contract >>

- 6h. 222. **BUYER ACKNOWLEDGMENT:** BUYER RECOGNIZES, ACKNOWLEDGES, AND AGREES THAT BROKER(S) ARE NOT
 223. QUALIFIED, NOR LICENSED, TO CONDUCT DUE DILIGENCE WITH RESPECT TO THE PREMISES OR THE
 224. SURROUNDING AREA. BUYER IS INSTRUCTED TO CONSULT WITH QUALIFIED LICENSED PROFESSIONALS TO
 225. ASSIST IN BUYER'S DUE DILIGENCE EFFORTS. BECAUSE CONDUCTING DUE DILIGENCE WITH RESPECT TO THE
 226. PREMISES AND THE SURROUNDING AREA IS BEYOND THE SCOPE OF THE BROKER'S EXPERTISE AND LICENSING,
 227. BUYER EXPRESSLY RELEASES AND HOLDS HARMLESS BROKER(S) FROM LIABILITY FOR ANY DEFECTS OR
 228. CONDITIONS THAT COULD HAVE BEEN DISCOVERED BY INSPECTION OR INVESTIGATION.

229.

(BUYER'S INITIALS REQUIRED)

IBB
BUYERGS
BUYER

- 6i. 230. **Inspection Period Notice:** Prior to expiration of the Inspection Period, Buyer shall deliver to Seller a signed notice of any items
 231. disapproved. AAR's Buyer's Inspection Notice and Seller's Response form is available for this purpose. Buyer shall conduct all
 232. desired inspections and investigations prior to delivering such notice to Seller and all Inspection Period items disapproved shall
 233. be provided in a single notice.

- 6j. 234. **Buyer Disapproval:** If Buyer, in Buyer's sole discretion, disapproves of items as allowed herein, Buyer shall deliver to Seller
 235. notice of the items disapproved and state in the notice that Buyer elects to either:

236. (1) Immediately cancel this Contract and all Earnest Money shall be released to Buyer, or

237. (2) provide the Seller an opportunity to correct the items disapproved, in which case:

238. (a) Seller shall respond in writing within five (5) days or _____ days after delivery to Seller of Buyer's notice of
 239. items disapproved. Seller's failure to respond to Buyer in writing within the specified time period shall
 240. conclusively be deemed Seller's refusal to correct any of the items disapproved.241. (b) If Seller agrees in writing to correct items disapproved, Seller shall correct the items, complete any
 242. repairs in a workmanlike manner and deliver any paid receipts evidencing the corrections and repairs
 243. to Buyer three (3) days or _____ days prior to COE Date.244. (c) If Seller is unwilling or unable to correct any of the items disapproved, Buyer may cancel this
 245. Contract within five (5) days after delivery of Seller's response or after expiration of the time for Seller's
 246. response, whichever occurs first, and all Earnest Money shall be released to Buyer. If Buyer does not cancel
 247. this Contract within the five (5) days as provided, Buyer shall close escrow without correction of those items that
 248. Seller has not agreed in writing to correct.249. VERBAL DISCUSSIONS WILL NOT EXTEND THESE TIME PERIODS. Only a written agreement signed by both parties will
 250. extend response times or cancellation rights.251. BUYER'S FAILURE TO GIVE NOTICE OF DISAPPROVAL OF ITEMS OR CANCELLATION OF THIS CONTRACT WITHIN THE
 252. SPECIFIED TIME PERIOD SHALL CONCLUSIVELY BE DEEMED BUYER'S ELECTION TO PROCEED WITH THE
 253. TRANSACTION WITHOUT CORRECTION OF ANY DISAPPROVED ITEMS.

- 6k. 254. **Notice of Non-Working Warranted Items:** Buyer shall provide Seller with notice of any non-working warranted item(s) of which
 255. Buyer becomes aware during the Inspection Period or the Seller warrants for that item(s) shall be waived. Delivery of such notice
 256. shall not affect Seller's obligation to maintain or repair the warranted item(s).

- 6l. 257. **Home Warranty Plan:** Buyer and Seller are advised to investigate the various home warranty plans available for purchase. The
 258. parties acknowledge that different home warranty plans have different coverage options, exclusions, limitations, service fees and
 259. most plans exclude pre-existing conditions.

260. ☒ A Home Warranty Plan will be ordered by ☒ Buyer or ☐ Seller with the following optional coverage

261. _____, to be issued by _____ at a cost not to exceed

262. \$ 500.00, to be paid for by ☐ Buyer ☒ Seller263. ☐ Buyer declines the purchase of a Home Warranty Plan.

- 6m. 264. **Walkthrough(s):** Seller grants Buyer and Buyer's inspector(s) reasonable access to conduct walkthrough(s) of the Premises for the
 265. purpose of satisfying Buyer that any corrections or repairs agreed to by the Seller have been completed, warranted items are in
 266. working condition and that the Premises is in substantially the same condition as of the date of Contract acceptance. If Buyer does
 267. not conduct such walkthrough(s), Buyer releases Seller and Broker(s) from liability for any defects that could have been discovered.

- 6n. 269. **Seller's Responsibility Regarding Inspections and Walkthrough(s):** Seller shall make the Premises available for all
 269. inspections and walkthrough(s) upon reasonable notice by Buyer. Seller shall, at Seller's expense, have all utilities on, including
 270. any propane, until COE to enable Buyer to conduct these inspections and walkthrough(s).

AR
 SELLER SELLER

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IBB GS
 BUYER BUYER



Printed with the Arizona Association of REALTORS® Multiple Listing Service (MLS) and the Arizona Association of REALTORS® Multiple Listing Service (MLS) and the Arizona Association of REALTORS® Multiple Listing Service (MLS).

Enclosure

Residential Resale Real Estate Purchase Contract >>**7. REMEDIES**

- 7a. 271. Cure Period: A party shall have an opportunity to cure a potential breach of this Contract. If a party fails to comply with any provision of this Contract, the other party shall deliver a notice to the non-complying party specifying the non-compliance. If the non-compliance is not cured within three (3) days after delivery of such notice ("Cure Period"), the failure to comply shall become a breach of Contract.
- 7b. 275. Breach: In the event of a breach of Contract, the non-breaching party may cancel this Contract and/or proceed against the breaching party in any claim or remedy that the non-breaching party may have in law or equity, subject to the Alternative Dispute Resolution obligations set forth herein. In the case of the Seller, because it would be difficult to fix actual damages in the event of Buyer's breach, the Earnest Money may be deemed a reasonable estimate of damages and Seller may, at Seller's option, accept the Earnest Money as Seller's sole right to damages; and in the event of Buyer's breach arising from Buyer's failure to deliver the notice required by Section 2a, or Buyer's inability to obtain loan approval due to the waiver of the appraisal contingency pursuant to Section 2c, Seller shall exercise this option and accept the Earnest Money as Seller's sole right to damages. An unfulfilled contingency is not a breach of Contract.
- 7c. 283. Alternative Dispute Resolution ("ADR"): Buyer and Seller agree to mediate any dispute or claim arising out of or relating to this Contract in accordance with the REALTOR® Dispute Resolution System, or as otherwise agreed. All mediation costs shall be paid equally by the parties. In the event that mediation does not resolve all disputes or claims, the unresolved disputes or claims shall be submitted for binding arbitration. In such event, the parties shall agree upon an arbitrator and cooperate in the scheduling of an arbitration hearing. If the parties are unable to agree on an arbitrator, the dispute shall be submitted to the American Arbitration Association ("AAA") in accordance with the AAA Arbitration Rules for the Real Estate Industry. The decision of the arbitrator shall be final and nonappealable. Judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Notwithstanding the foregoing, either party may opt out of binding arbitration within thirty (30) days after the conclusion of the mediation conference by notice to the other and in such event either party shall have the right to resort to court action.
- 7d. 293. Exclusions from ADR: The following matters are excluded from the requirement for ADR hereunder: (i) any action brought in the Small Claims Division of an Arizona Justice Court (up to \$2,500) so long as the matter is not thereafter transferred or removed from the small claims division; (ii) judicial or nonjudicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or agreement for sale; (iii) an unlawful entry or detainer action; (iv) the filing or enforcement of a mechanic's lien; or (v) any matter that is within the jurisdiction of a probate court. Further, the filing of a judicial action to enable the recording of a notice of pending action ("lis pendens"), or order of attachment, receivership, injunction, or other provisional remedies shall not constitute a waiver of the obligation to submit the claim to ADR, nor shall such action constitute a breach of the duty to mediate or arbitrate.
- 7e. 301. Attorney Fees and Costs: The prevailing party in any dispute or claim between Buyer and Seller arising out of or relating to this Contract shall be awarded their reasonable attorney fees and costs. Costs shall include, without limitation, attorney fees, expert witness fees, fees paid to investigators, and arbitration costs.

8. ADDITIONAL TERMS AND CONDITIONS

- 8a. 304. If Premises fails to appraise for the sales price, Buyer has 5 days after
 305. notice of the appraised value to renegotiate sales price or cancel this
 306. contract and receive refund of earnest money.
 307. This offer is contingent on successfully obtaining Conditional
 308. Use permit from Pima County for minor resort and obtaining
 309. Pima County Roadway Development Standard Modifications
 310. All other terms and conditions remain the same.
 311. Contract also includes sale of wells 205-816-0350, 205-75-0160
 312. 205-816-0330, all deeds, rights, ownership and transfer of
 313. The Mazon Creek Water Co. well registry # 050967, 1020931 + 1020932
 314. All other conditions remain the same.
 315. _____

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| SELLER | SELLER |

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Residential Resale Real Estate Purchase Contract >>

- 8b. 316. **Risk of Loss:** If there is any loss or damage to the Premises between the date of Contract acceptance and COE or possession, 317. whichever is earlier, by reason of fire, vandalism, flood, earthquake, or act of God, the risk of loss shall be on the Seller, provided, 318. however, that if the cost of repairing such loss or damage would exceed ten percent (10%) of the purchase price, either Seller or 319. Buyer may elect to cancel the Contract.
- 8c. 320. **Permission:** Buyer and Seller grant Broker(s) permission to advise the public of this Contract.
- 8d. 321. **Arizona Law:** This Contract shall be governed by Arizona law and jurisdiction is exclusively conferred on the State of Arizona.
- 8e. 322. **Time is of the Essence:** The parties acknowledge that time is of the essence in the performance of the obligations 323. described herein.
- 8f. 324. **Compensation:** Seller and Buyer acknowledge that Broker(s) shall be compensated for services rendered as previously agreed by 325. separate written agreement(s), which shall be delivered by Broker(s) to Escrow Company for payment at COE, if not previously paid. 326. If Seller is obligated to pay Broker(s), this Contract shall constitute an irrevocable assignment of Seller's proceeds at COE. If Buyer is 327. obligated to pay Broker(s), payment shall be collected from Buyer as a condition of COE. COMMISSIONS PAYABLE FOR THE 328. SALE, LEASING, OR MANAGEMENT OF PROPERTY ARE NOT SET BY ANY BOARD OR ASSOCIATION OF REALTORS®, OR 329. MULTIPLE LISTING SERVICE, OR IN ANY MANNER OTHER THAN BETWEEN THE BROKER AND CLIENT.
- 8g. 330. **Copies and Counterparts:** A fully executed facsimile or electronic copy of the Contract shall be treated as an original Contract. This Contract 331. and any other documents required by this Contract may be executed by facsimile or other electronic means and in any number of 332. counterparts, which shall become effective upon delivery as provided for herein, except that the Lead-Based Paint Disclosure Statement may 333. not be signed in counterpart. All counterparts shall be deemed to constitute one instrument, and each counterpart shall be deemed an original.
- 8h. 334. **Days:** All references to days in this Contract shall be construed as calendar days and a day shall begin at 12:00 a.m. and end at 11:59 p.m.
- 8i. 335. **Calculating Time Periods:** In computing any time period prescribed or allowed by this Contract, the day of the act or event from 336. which the time period begins to run is not included and the last day of the time period is included. Contract acceptance occurs on 337. the date that the signed Contract (and any incorporated counter offer) is delivered to and received by the appropriate Broker. Acts 338. that must be performed three days prior to the COE Date must be performed three full days prior (i.e., if COE Date is Friday the 339. act must be performed by 11:59 p.m. on Monday).
- 8j. 340. **Entire Agreement:** This Contract, and any addenda and attachments, shall constitute the entire agreement between Seller and 341. Buyer, shall supersede any other written or oral agreements between Seller and Buyer and can be modified only by a writing 342. signed by Seller and Buyer. The failure to initial any page of this Contract shall not affect the validity or terms of this Contract.
- 8k. 343. **Subsequent Offers:** Buyer acknowledges that Seller has the right to accept subsequent offers until COE. Seller understands that 344. any subsequent offer accepted by the Seller must be a backup offer contingent on the cancellation of this Contract.
- 8l. 345. **Cancellation:** A party who wishes to exercise the right of cancellation as allowed herein may cancel this Contract by delivering 346. notice stating the reason for cancellation to the other party or to the Escrow Company. Cancellation shall become effective 347. immediately upon delivery of the cancellation notice.
- 8m. 348. **Notice:** Unless otherwise provided, delivery of all notices and documentation required or permitted hereunder shall be in writing 349. and deemed delivered and received when (i) hand-delivered, (ii) sent via facsimile transmission, (iii) sent via electronic mail, if 350. email addresses are provided herein, or (iv) sent by recognized overnight courier service, and addressed to Buyer as indicated in 351. Section 8r, to Seller as indicated in Section 9a and to the Escrow Company indicated in Section 3a.
- 8n. 352. **Earnest Money:** Earnest Money is in the form of: ☒ Personal Check ☐ Other: _____
353. If applicable, Earnest Money has been received by Broker named in Section 8r and upon acceptance of this offer will be
354. deposited with: ☒ Escrow Company ☐ Broker's Trust Account
- 8o. 355. **Release of Broker(s):** Seller and Buyer hereby expressly release, hold harmless and indemnify Broker(s) in this 356. transaction from any and all liability and responsibility regarding financing, the condition, square footage, lot lines, 357. boundaries, value, rent rolls, environmental problems, sanitation systems, roof, wood infestation, building codes, 358. governmental regulations, insurance or any other matter relating to the value or condition of the Premises.
359.
- (BUYER'S INITIALS REQUIRED) WES BUYER
- 8p. 360. **Terms of Acceptance:** This offer will become a binding Contract when acceptance is signed by Seller and a 361. signed copy delivered in person, by mail, facsimile or electronically, and received by Broker named in Section 8r 362. by January 19, 2010 at 5:00 ☐ a.m. ☒ p.m., Mountain Standard Time. Buyer 363. may withdraw this offer at any time prior to receipt of Seller's signed acceptance. If no signed acceptance is received by 364. this date and time, this offer shall be deemed withdrawn and the Buyer's Earnest Money shall be returned.
- 8q. 365. **THIS CONTRACT CONTAINS NINE PAGES EXCLUSIVE OF ANY ADDENDA AND ATTACHMENTS. PLEASE ENSURE THAT**
366. **YOU HAVE RECEIVED AND READ ALL NINE PAGES OF THIS OFFER AS WELL AS ANY ADDENDA AND ATTACHMENTS.**

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| BUYER | BUYER |



Residential Resale Real Estate Purchase Contract >>**8r. 367. Broker on behalf of Buyer:**

368. Adrienne Burrall AR246 Realty Place ralp01
PRINT SALES PERSON'S NAME AGENT CODE PRINT FIRM NAME FIRM CODE
 369. 501 East Plaza Circle AZ 82
FIRM ADDRESS STATE ZIP CODE
 370. (480) 239-8775 (480) 821-0950 aburrall@cp.com
TELEPHONE FAX EMAIL

8s. 371. Agency Confirmation: The Broker named in Section 8r above is the agent of (check one):372. ☒ the Buyer; ☐ the Seller; or ☐ both the Buyer and Seller**8t. 373. The undersigned agree to purchase the Premises on the terms and conditions herein stated and acknowledge receipt of 374. a copy hereof including the Buyer Attachment.**

375. William Shirley 1/27/10 Shirley Shirley 1/27/10
BUYER'S SIGNATURE MONTH DAY BUYER'S SIGNATURE MONTH DAY
 376. ADDRESS ADDRESS
 377. CITY, STATE, ZIP CODE CITY, STATE, ZIP CODE

9. SELLER ACCEPTANCE**9a. 378. Broker on behalf of Seller:**

379. PRINT SALES PERSON'S NAME AGENT CODE PRINT FIRM NAME FIRM CODE
 380. FIRM ADDRESS STATE ZIP CODE
 381. TELEPHONE FAX EMAIL

9b. 382. Agency Confirmation: The Broker named in Section 9a above is the agent of (check one):383. ☐ the Seller; or ☐ both the Buyer and Seller**9c. 384. The undersigned agree to sell the Premises on the terms and conditions herein stated, acknowledge receipt of a 385. copy hereof and grant permission to Broker named on Section 9a to deliver a copy to Buyer.**

386. ☐ Counter Offer is attached, and is incorporated herein by reference. Seller should sign both this offer and the Counter Offer.
 387. ☐ If there is a conflict between this offer and the Counter Offer, the provisions of the Counter Offer shall be controlling.

388. Michael W. Schultz 1-28-2010 Michael W. Schultz Michael W. Schultz
SELLER'S SIGNATURE MONTH DAY SELLER'S SIGNATURE MONTH DAY
 389. Michael W. Schultz SELLER'S NAME PRINTED
SELLER'S NAME PRINTED
 390. ADDRESS ADDRESS
 391. CITY, STATE, ZIP CODE CITY, STATE, ZIP CODE

392. ☐ OFFER REJECTED BY SELLER:

MONTH DAY YEAR (PRINT EXACT DETAILS)

For Broker Use Only:

Brokerage File/Log No. Manager's Initials Broker's Initials Date
MONTH DAY YEAR

| | | | | |
|--|--|-----------------------------|-----------------------------|-------------|
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|--|--|-----------------------------|-----------------------------|-------------|

FROM : ARIZONA VICTORY

FAX NO. : 15203826349

Jan. 28 2010 01:58PM P1

01/28/2010 11:51 FAX

0017002

Realty Place

COUNTER OFFER 1

The printed version of this form is available at the Arizona Association of REALTORS®

May 1999



The printed version of this form is available at the Arizona Association of REALTORS®. Any change in the printed language on this form must be made in a printed document. No verbal changes are permitted. Any change in the printed language on this form must be made in a printed document. No verbal changes are permitted. Any change in the printed language on this form must be made in a printed document. No verbal changes are permitted.



1. This is a Counter Offer submitted by the: ☒ Seller ☐ Buyer ☐ Lender ☐ Tenant. This is a Counter Offer to the ☐ Offer.

2. ☒ Counter Offer dated 01/28/2010 between the following Parties:

3. Seller/landlord: Michael W Schultz

4. Buyer/tenant: William Shirley, Graham Shirley

5. Property: 16845 E. Mission Creek Ranch Rd., Phoenix, AZ 85747

6. Acceptance of the above Offer under Counter Offer is contingent upon agreement to the following:

7. Forfeiture to that certain real estate purchase contract dated 1/17/10

8. Seller and Buyer agree that this counter offer includes the following: the earnest

9. money deposit will be \$25,000.00

10. Mission Creek Ranch Company \$25,000

11. Mission Creek Ranch \$1,600,000

12. Subtotal \$1,625,000

13. For 150 days of the contract being null and void to an inspection period for the

14. subject property then 4/15/10. The buyer will have full access to the property during

15. this time for inspections, and any damages items. If buyer discovers it's

16. inconvenient this contract will become null and void and of no further consequence or

17. effect and buyer's earnest money deposit will be returned to buyer. This contract

18. includes the sale of value 203-88-0350, 203-72-0100 and 203-88-0350 and the Mission

19. Creek Ranch Company and associated risks. Seller will provide the following: a

20. written 1000 foot of the property in writing on behalf of buyer to confirm their

21. satisfaction with the dirt road separating the lots for the entire atmosphere and

22. if buyer does not. All other terms and conditions within the sale.

23. _____

24. _____

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ADDENDUM 3

Document updated:
June 1993

| | | |
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|  <p>ARIZONA REALTORS REAL SOLUTIONS. REAL TIME SUCCESS.</p> | <p>The pre-printed portion of this form has been drafted by the Arizona Association of REALTORS®. Any change in the pre-printed language of this form must be made in a prominent manner. No representations are made as to the legal validity, adequacy and/or effects of any provision, including tax consequences thereof. If you desire legal, tax or other professional advice, please consult your attorney, tax advisor or professional consultant.</p> |  |
|---|--|---|

1. This is an addendum originated by the: ☐ Seller ☒ Buyer ☐ Landlord ☐ Tenant.
2. This is an addendum to the Contract dated January 17, 2010 between the following Parties: MCDAYR
3. Seller/Landlord: Michael W Schultz,
4. Buyer/Tenant: William Shirley, Gretchen Shirley
5. Premises: 14545 E Rincon Creek Ranch Rd, Tucson, 85747
6. The following additional terms and conditions are hereby included as a part of the Contract between Seller and Buyer for the above referenced Premises:
7. Seller and Buyer agree that the Buyer will deposit \$38,000 into escrow account
8. Fidelity National Title 1008744. Funds will be held until the deed, title, and/or
9. registered ownership of the following Rincon Creek Water Company components is
10. successfully transferred by the appropriate governing agencies to the Buyer:
11. 1. Rincon Creek Water Company (Water Company W-03783A). Pima County Contractually Valued
12. Property 922-92-0020. Ownership transfer approved by the Arizona Corporation
13. Commission.
14. 2. Arizona Department of Water Resources Groundwater Service Provider Right
15. 56-000183.0000
16. 3. Arizona Department of Water Resources Irrigation Grandfathered Water Right
17. Certificate Number 58-106521.0001
18. 4. Arizona Department of Water Resources Water Well Registration/Ownership for well
19. 35-620931, 35-620932, 55-550257, and 55-601213
20. Seller and Buyer agree to sign required ownership transfer applications and documents
21. at closing, and have Fidelity National Title mail documents to the appropriate
22. Government Agencies. Buyer agrees to pay all Government Agency transfer fees and
23. title company costs pertaining to the transfer. Seller agrees to assist and be
24. available as may be required by said government agencies to successfully transfer
25. ownership.
26. Seller agrees to provide Buyer with copies of completed and filed Arizona
27. Corporation Commission, Utilities Division, 2009 Annual Report for Rincon Creek Water
28. Company (Water Company W-03783A), Arizona Department of Water Resources Withdrawal and
29. Use Report, Groundwater Summary 2009 for Irrigation Grandfathered Water Right Number
30. 58-106521.0001, and Arizona Department of Water Resources Withdrawal and Use Report,
31. Provider Summary 2009 for Small Municipal Provider Right Number 56-000183.0000.
32. Seller shall receive \$35,000, the agreed upon price for the Rincon Creek Water
33. Company and associated rights plus 6.5% simple annual percentage rate interest on the
34. \$35,000 calculated from the date of closing to the date of the approved transfer by
35. the AZ Corporation Commission. The difference between the \$38,000 and the payment to
36. Seller shall be returned to Buyer.
37. All other terms and conditions remain the same.
- 38.
- 39.
- 40.
- 41.

42. The undersigned agrees to the additional terms and conditions and acknowledges receipt of a copy hereof

43. Michael Schultz 4/20/2010 Michael Schultz 4/20/2010

44. ☐ Seller ☒ Buyer MCDAYR ☒ Seller ☐ Buyer MCDAYR

45. ☐ Landlord ☐ Tenant ☐ Landlord ☐ Tenant

46. William Shirley 4/20/2010

47. ☐ Seller ☒ Buyer MCDAYR ☐ Seller ☐ Buyer MCDAYR

48. ☐ Landlord ☐ Tenant ☐ Landlord ☐ Tenant

49. For Broker Use Only:

Brokerage File/Log No. _____ Manager's Initials _____ Broker's Initials _____ Date _____

MCDAYR



AFFIDAVIT OF PROPERTY VALUE

1. ASSESSOR'S PARCEL IDENTIFICATION NUMBER(s)

Primary Parcel: 922-92-0020
 BOOK MAP PARCEL SPLIT LETTER

Does this sale include any parcels that are being split / divided?

Check one: Yes ☐ No ☐

How many parcels, other than the Primary Parcel, are included in this sale? _____

Please list the additional parcels below (no more than four):

(1) _____ (3) _____

(2) _____ (4) _____

9. FOR OFFICIAL USE ONLY: Buyer and Seller leave blank

(a) County of Recordation: _____
 (b) Docket & Page Number: _____
 (c) Date of Recording: _____
 (d) Fee / Recording Number: _____

Validation Codes:

(e) ASSESSOR _____ (f) DOR _____

ASSESSOR'S USE ONLY

Verify Primary Parcel in Item 1: _____

Use Code: _____ Full Cash Value: \$ _____

2. SELLER'S NAME AND ADDRESS:

Michael W. Schultz,
14545 E. Rincon Creek Ranch Rd
Tucson, Az. 85747

3. (a) BUYER'S NAME AND ADDRESS:

William Shirley, Gretchen Shirley
8987 E. Tanque Verde 309-213
Tucson, Az. 85749-9610

(b) Are the Buyer and Seller related? Yes ☐ No ☒

If Yes, state relationship: _____

4. ADDRESS OF PROPERTY: RINCON CREEK WATER COMPANY

14545 E. Rincon Creek Ranch Rd, Tucson, AZ 85747

5. MAIL TAX BILL TO:

8987 E. TANQUE VERDE RD #309-213
TUCSON, AZ 85749

6. PROPERTY TYPE (for Primary Parcel): NOTE: Check Only One Box

a. ☐ Vacant Land f. ☐ Commercial or Industrial Use
 b. ☐ Single Family Residence g. ☐ Agricultural
 c. ☐ Condo or Townhouse h. ☐ Mobile or Manufactured Home
 d. ☐ 2-4 Plex i. ☐ Other Use; Specify: _____
 e. ☐ Apartment Building

7. RESIDENTIAL BUYER'S USE: If you checked b, c, d or h in Item 6 above, please check one of the following:

☐ To be occupied by owner or "family member." ☐ To be rented to someone other than "family member."

See reverse side for definition of a "family member."

8. NUMBER OF UNITS: _____

For Apartment Properties, Motels, Hotels,
 Mobile Home Parks, RV Parks, Mini-Storage Properties, etc.

THE UNDERSIGNED BEING DULY SWORN, ON OATH, SAYS THAT THE FOREGOING INFORMATION IS A TRUE AND CORRECT STATEMENT OF THE FACTS PERTAINING TO THE TRANSFER OF THE ABOVE DESCRIBED PROPERTY.

Signature of Seller/Agent: Michael W. Schultz

State of AZ County of PIMA

Subscribed and sworn to before me on this 26 day of April 2010

Notary Public: Sharon H. Bates

Notary Expiration Date: 10-15-2012

DOR FORM 8216 (Rev. 10-1-03)



OFFICIAL SEAL
 KAREN A. BATISTE
 NOTARY PUBLIC-ARIZONA
 PIMA COUNTY
 My Comm. Exp. Oct. 15, 2012

10. TYPE OF DEED OR INSTRUMENT (Check Only One Box):

a. ☐ Warranty Deed d. ☐ Contract or Agreement
 b. ☐ Special Warranty Deed e. ☐ Quit Claim Deed
 c. ☐ Joint Tenancy Deed f. ☐ Other: _____

11. SALE PRICE: \$ 35,000.00 00

12. DATE OF SALE (Numeric Digits): 01 / 10
 Month Year

(For example: 03 / 05 for March 2005)

13. DOWN PAYMENT: \$ 35,000.00 00

14. METHOD OF FINANCING:

a. ☐ Cash (100% of Sale Price)
 b. ☐ Exchange or trade
 c. ☐ Assumption of existing loan(s)
 d. ☐ Seller Loan (Carryback)
 e. ☐ New loan(s) from financial institution:
 (1) ☐ Conventional
 (2) ☐ VA
 (3) ☐ FHA
 f. ☐ Other financing; Specify: _____

15. PERSONAL PROPERTY (see reverse side for definition):

(a) Did the Sale Price in Item #11 include Personal Property that impacted the Sale Price by 5% or more? Yes ☐ No ☐

(b) If Yes, provide the dollar amount of the Personal Property:

\$ 00 AND

briefly describe the
 Personal Property: _____

16. PARTIAL INTEREST: If only a partial ownership interest is being sold,

briefly describe the partial interest: _____

17. PARTY COMPLETING AFFIDAVIT (Name, Address, Phone):

Buyer: _____
 Phone: _____

18. LEGAL DESCRIPTION (attach copy if necessary):

SEE ATTACHED LEGAL DESCRIPTION

Signature of Buyer/Agent: William Shirley

State of AZ County of PIMA

Subscribed and sworn to before me on this 26 day of April 2010

Notary Public: Sharon H. Bates

Notary Expiration Date: 10-15-2012



OFFICIAL SEAL
 KAREN A. BATISTE
 NOTARY PUBLIC-ARIZONA
 PIMA COUNTY
 My Comm. Exp. Oct. 15, 2012

**Rincon Creek Water Company
14545 E. Rincon Creek Ranch Road
Tucson, Arizona 85747**

April 26, 2010

Mr. Mike Stofko
Pima County Real Property Services
201 N. Stone, 6th Floor
Tucson Arizona 85701

Mr. Stofko:

This letter is to inform you that I have sold the Rincon Creek Ranch, the associated Rincon Creek Water Company, and the water company's associated Pima County Public Utility License Agreement. The name of the water company will remain unchanged. The new owners are:

William and Gretchen Shirley
14545 E. Rincon Creek Ranch Road
Tucson, Arizona 85747

It is my understanding that Pima County Real Property Services has no formal transfer documents for the Utility License Agreement, and this letter is all that is needed to transfer the license in your records to the new owners.

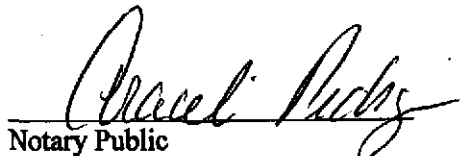
Respectfully,



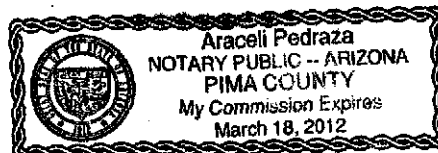
Michael W. Schultz

State of Arizona)
)
County of Pima) SS

This instrument was acknowledged before me the undersigned authority on this 22 day of April, 2010, by Michael W, Schultz, as Owner of the Rincon Creek Water Company.







Notary Public

My Commission Expires: 03-18-2012



Notary Seal

Rincon Creek Water Company
14545 E. Rincon Creek Ranch Road
Tucson, Arizona 85747

| Customer Number | Name | Address | City | State | Zip | Signature Indicating RECEIPT OF PUBLIC NOTICE OF TRANSFER | DATE |
|-----------------|------------------------------|---------------------------------|--------|-------|-------|---|-----------|
| 1 | William and Gretchen Shirley | 14545 E. Rincon Creek Ranch Rd. | Tucson | AZ | 85747 |  | 4/26/10 |
| 2 | Rick and Alisa Brinkerhoff | 7101 S. Camino Loma Alta | Tucson | AZ | 85747 |  | 4-27-10 |
| 3 | Dannie and Cheryl Emde | 7121 S. Camino Loma Alta | Tucson | AZ | 85747 |  | 4/27/10 |
| 4 | Don Crater | 14500 E. Rincon Creek Ranch Rd. | Tucson | AZ | 85747 |  | 4/27/10 |
| 5 | David Surzyn | 14590 E. Rincon Creek Ranch Rd. | Tucson | AZ | 85747 |  | 4/27/2010 |

**PUBLIC NOTICE OF AN APPLICATION FOR SALE OF ASSETS
AND/OR TRANSFER OF THE CERTIFICATE
OF CONVENIENCE AND NECESSITY
BY RINCON CREEK WATER COMPANY**

Michael W. Schultz, owner of the Rincon Creek Water Company, has filed with the Arizona Corporation Commission ("Commission") an application for authority to sell its assets and/or transfer its Certificate of Convenience and Necessity to provide water service to William and Gretchen Shirley. If the application is granted, William and Gretchen Shirley, as the new owners of the Rincon Creek Water Company would be the exclusive provider of water service to your area. Rincon Creek Water Company is under the jurisdiction of the Commission.

If you have any claims against Rincon Creek Water Company, including claims for refunds of security deposits, service line and meter installations (WATER ONLY) or main extension agreements and you have not already been contacted by the Company, you must present your claim to Rincon Creek Water Company on or before May 25, 2010. Direct your claim(s) to Michael W. Schultz, 1102 N. Anita Avenue, Tucson, AZ 85705, (520) 404-0912.

The Commission will hold a hearing on this matter. As a property owner or customer you may have the right to intervene in the proceeding. If you do not want to intervene, you may appear at the hearing and make a statement on your own behalf. You may contact the Commission at the address and telephone number listed below for the date and time of the hearing and for more information on intervention. You may not receive any further notice of the proceeding unless requested by you. If you have any questions or concerns about this application, have any objections to its approval, or wish to make a statement in support of it, you may contact the Consumer Services Section of the Commission at 400 West Congress, North Building, Room 218, Tucson, Arizona 85701 or call 1-800-535-0148.

of the

Public Notice of an Application for Sale of Assets and/or Transfer of the Certificate of Convenience and Necessity by Rincon Creek Water Company

Class 6 Fri, Apr. 30, 2010 Tucson, AZ

Visit azstarnet.com/classifieds or call 573-4343 to place your ad today.

OF PERJURY under the laws of the state of California that the foregoing paragraph is true and correct. **WITNESS** my hand and official seal. Signature: LARRY J. TUFF (Seal) Notary Public In and for said County and State FEI # 1018.09724 04/09/2010, 04/16/2010, 04/23/2010, 04/30/2010 Publish April 9, 16, 23, 30, 2010 Arizona Daily Star

NOTICE OF TRUSTEE'S SALE TS No.: AZ1000196713 VA/FHA/PMI No.: TSG No: 4409547. The following legally described trust property will be sold, pursuant to the power of sale under that certain Deed of Trust recorded on 07/21/2008 in Instrument number 20081400095, book number 13352, at page 295, records of Pima County, Arizona. **WILL SELL AT PUBLIC AUCTION TO HIGHEST BIDDER FOR CASH, CASHIER'S CHECK/CASH EQUIVALENT** (in lawful money of the United States) At the East Entranceto the Superior Court Building 110 West Congress Tucson AZ on 06/24/2010 at 11:30 A.M. of said day: LOT 37, OF CANADA VISTA ACCORDING TO THE MAP RECORDED IN BOOK 46 OF MAPS, PAGE 51, RECORDS OF PIMA COUNTY, ARIZONA. EXCEPT ALL COAL AND OTHER MINERALS AS RESERVED IN THE PATENT FROM THE UNITED STATES OF AMERICA. PROPERTY ADDRESS: 1395 W CACTUS MOON PL TUCSON, AZ 85737 TAX PARCEL No.: 224-26-74605 ORIGINAL PRINCIPAL BALANCE: \$236,241.00 NAME AND ADDRESS OF BENEFICIARY: JPMORGAN CHASE BANK, N.A. c/o CHASE HOME FINANCE, LLC 800 BROOKSEDGE BOULEVARD WESTERVILLE, OH 43081 NAME AND ADDRESS OF TRUSTEE: FIRST AMERICAN TITLE INSURANCE COMPANY P.O. BOX 961253 FORT

my telephone number on the day before the sale: 714-277-4845. **NAME OF TRUSTEE'S REGULATOR:** Arizona Department of Insurance State of California County of Orange. On Mar 19, 2010 before me, LARRY J. TUFF Notary Public, personally appeared JOE BUENO who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the state of California that the foregoing paragraph is true and correct. **WITNESS** my hand and official seal. Signature: LARRY J. TUFF (Seal) Notary Public In and for said County and State FEI # 1018.09947 04/23/2010, 04/30/2010, 05/07/2010, 05/14/2010 Publish April 23, 30, May 7, 14, 2010 Arizona Daily Star

You lookin' at me? Yeah, I'm talking to you. You see anyone else? People are constantly clickin' on me, just because I'm the best online source for Tucson. I'm the one with links to golf, the marketplace, real estate, travel, hotels, cars and relocation information. www.azstarnet.com/classifieds

NOTICE OF TRUSTEE'S SALE TS No.: AZ1000194652 VA/FHA/PMI No.: 022-18020790 703 TSG No: 4388695 The following legally described trust property will be sold, pursuant to the power of sale under that certain Deed of Trust recorded on 05/28/2004 in Instrument number 20041041581, Book 12312, Page 10001. Book number , at page 10001, records of Pima County, Arizona. **WILL SELL AT PUBLIC AUCTION TO HIGHEST BIDDER FOR CASH, CASHIER'S CHECK/CASH EQUIVALENT** (in lawful money of the United States) At the East Entrance to the Superior Court Building, 110 West Congress, Tucson, AZ on 05/21/2010at 11:30 AM of said day: LOT 128 OF TUCSON MOUNTAIN SANCTUARY, ACCORDING TO THE PLAT RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF PIMA COUNTY, ARIZONA IN BOOK 54 OF MAPS AND PLATS AT PAGE 72. PROPERTY ADDRESS: 3630 SOUTH DOUBLE ECHO ROAD, TUCSON, AZ, 85735 TAX PARCEL No.: 212-27-1310 ORIGINAL PRINCIPAL BALANCE: \$150,770.00 NAME AND ADDRESS OF BENEFICIARY: WELLS FARGO BANK, N.A. c/o Wells Fargo Home Mortgage 3476 Stateview Blvd Fort Mill, SC 29715 NAME AND ADDRESS OF TRUSTEE: FIRST AMERICAN TITLE INSURANCE COMPANY P.O. BOX 961253 FORT WORTH, TX 76161-0253 NAME AND ADDRESS OF ORIGINAL TRUSTOR: REBEKAH S. ALCANTAR, A SINGLE PERSON 3630 SOUTH DOUBLE ECHO ROAD TUCSON, AZ, 85735 The undersigned Trustee disclaims any liability for any incorrectness of the street address and other common designation, if any, shown herein. Said sale will be made, but without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances, to pay the unpaid principle balance of the note(s) secured by said Deed of Trust, with interest thereon as provided in said note(s) advances, if any, under the terms of said Deed of Trust, fees, charges and expenses of the Trustee. Dated: Mar 22, 2010 FIRST AMERICAN TITLE INSURANCE COMPANY P.O. BOX 961253 FORT WORTH, TX 76161-0253 877-276-1894 JOE BUENO The successor Trustee appointed herein qualifies as a Trustee of the Trust Deed In the Trustee's capacity as a title insurance company as required by Arizona Revised Statutes Section 33-803, Subsection (A)(1). This company may be assisting the Beneficiary to collect a debt and any information we obtain may be used for that purpose whether received orally or in writing. If available, the expected opening bid and/or

advised me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the state of California that the foregoing paragraph is true and correct. **WITNESS** my hand and official seal. Signature: LARRY J. TUFF (Seal) Notary Public In and for said County and State FEI # 1018.09712 04/09/2010, 04/16/2010, 04/23/2010, 04/30/2010 Publish April 9, 16, 23, 30, 2010 Arizona Daily Star

NOTICE OF TRUSTEE'S SALE TS No.: AZ1000191655 VA/FHA/PMI No.: TSG No: 4364574 The following legally described trust property will be sold, pursuant to the power of sale under that certain Deed of Trust recorded on 11/18/2004 in Instrument number 20042230580, book number 12431, at page 2481, records of Pima County, Arizona. **WILL SELL AT PUBLIC AUCTION TO HIGHEST BIDDER FOR CASH, CASHIER'S CHECK/CASH EQUIVALENT** (in lawful money of the United States) At the East Entranceto the Superior Court Building 110 West Congress Tucson AZ on 06/24/2010 at 11:30 A.M. of said day: LOT 266 OF BLANCO ESTATES, AS SHOWN BY MAP RECORDED IN BOOK 24 OF MAPS AND PLATS AT PAGE 47, PIMA COUNTY, ARIZONA. PARCEL ID NUMBER: 208-11-2670 PROPERTY

Continued...

ADDRESS: 17521 W CHINLE RD. MARANA, AZ 85653 TAX PARCEL No.: 208-11-2670 ORIGINAL PRINCIPAL BALANCE: \$74,700.00 NAME AND ADDRESS OF BENEFICIARY: ARGENT MORTGAGE COMPANY, LLC c/o CHASE HOME FINANCE, LLC 3415 VISION DRIVE COLUMBUS, OH 43219 NAME AND ADDRESS OF TRUSTEE: FIRST AMERICAN TITLE INSURANCE COMPANY P.O. BOX 961253 FORT WORTH, TX 76161-0253 NAME AND ADDRESS OF ORIGINAL TRUSTOR: CARROL W. ROBERTS AND LYNDA E. ROBERTS, 17521 W CHINLE RD MARANA, AZ 85653 The undersigned Trustee disclaims any liability for any incorrectness of the street address and other common designation, if any, shown herein. Said sale will be made, but without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances, to pay the unpaid principle balance of the note(s) secured by said Deed of Trust, with interest thereon as provided in said note(s) advances, if any, under the terms of said Deed of Trust, fees, charges and expenses of the Trustee. Dated: Mar 22, 2010 FIRST AMERICAN TITLE INSURANCE COMPANY P.O. BOX 961253 FORT WORTH, TX 76161-0253 877-276-1894 JOE BUENO The successor Trustee appointed herein qualifies as a Trustee of the Trust Deed In the Trustee's capacity as a title insurance company as required by Arizona Revised Statutes Section 33-803, Subsection (A)(1). This company may be assisting the Beneficiary to collect a debt and any information we obtain may be used for that purpose whether received orally or in writing. If available, the expected opening bid and/or

we are looking for witnesses who saw the attack, and in particular a good Samaritan who was near by. I screamed at him I need help, please call 911, and he came to help me, he is my Hero and I would like to thank him. If anybody saw anything please call Detective John Gonzales Ph. # 837-7558 case # 1003120373. THANK YOU!!

PUBLIC NOTICE OF AN APPLICATION FOR SALE OF ASSETS AND/OR TRANSFER OF THE CERTIFICATE OF CONVENIENCE AND NECESSITY BY RINCON CREEK WATER COMPANY Michael W. Schultz, owner of the Rincon Creek Water Company, has filed with the Arizona Corporation Commission, ("Commission") an application for authority to sell its assets and/or transfer its Certificate of Convenience and Necessity to provide water service to William and Gretchen Shirley. If the application is granted, William and Gretchen Shirley, as the new owners of the Rincon Creek Water Company would be the exclusive provider of water service to your area. Rincon Creek Water Company is under the jurisdiction of the Commission.

If you have any claims against Rincon Creek Water Company, including claims for refunds of security deposits, service line and meter installations (WATER ONLY) or main extension agreements and you have not already been contacted by the Company, you must present your claim to Rincon Creek Water Company on or before May 25, 2010: Direct your claim(s) to Mr.

Continued...

chael W. Schultz, 1102 N. Anita Avenue, Tucson, AZ 85705, (520) 404-0912.

The Commission will hold a hearing on this matter. As a property owner or customer you may have the right to intervene in the proceeding. If you do not want to intervene, you may appear at the hearing and make a statement on your own behalf. You may contact the Commission at the address and telephone number listed below for the date and time of the hearing and for more information on intervention. You may not receive any further notice of the proceeding unless requested by you. If you have any questions or concerns about this application, have any objections to its approval, or wish to make a statement in support of it, you may contact the Consumer Services Section of the Commission at 400 West Congress, North Building, Room 218, Tucson, Arizona 85701 or call 1-800-535-0148. Publish April 30, 2010 Arizona Daily Star

The Central Arizona Water Conservation District ("CAWCD") is soliciting Requests for Proposals (RFP) for Enterprise Management Assessment in accordance with Contract Documents C1036. Proposals will be received by Doug Nicholson, CPM, CPPB, Purchasing Supervisor until 3:00 P.M., MST, June 9, 2010. Proposals submitted by mail shall be mailed to P.O. Box 43020, Phoenix, AZ, 85080-3020. Proposals submitted by courier shall be delivered to Building No. 1, 23636 North 7th Street, Phoenix, AZ, 85024. The RFP can be downloaded from the CAWCD website: <http://www.cawcd.com/contractors/index.cfm?acti>

LOOKING FOR YOUR LOST PET? If you can't find it in the Lost & Found Column, call or visit the following organizations:

Humane Society - 327-6088 www.petfinder.com
3450 N. Kelvin Blvd
Tucson Pet Finders - 822-1397
Pima Animal Care Center - 243-5906
4000 N. Silverbell Rd.
FOUND! PETS. Lost your pet? Check the Internet! **FREE COMMUNITY SERVICE.** www.found-pets.org. Avicultural Society of Tucson Phone: 790-7587 Email: ASTTucson@hotmail.com www.birdhotline.com A public service of Tucson Newspaper Classifieds.

FOUND: GERMAN SHEPHERD. Eastside. Must be able to identify. Call 520-955-2020

FOUND MALE PUPPY. Feb 27th black & brown, possibly Shepherd Mix oh Tucson & Glenn 520-326-1711

FOUND: PIT BULL mix. Speedway/Tanque Verde area. 4/22/10. Please call to ID, 885-0608

More people read about Monday Night Football in the paper than watch it on TV. Can you afford to miss it? **Star Classifieds 573-4343**